

## Terms of Business

### ARC Motorhome and Caravan Services Ltd

The Terms and Conditions as stated within supersede all previous versions whether online or in printed format.

Special order parts – means any parts specifically ordered for a particular job / booking.

Parts are fully retained as the property of ARCMCS until paid in full.

You, your, owner – means owner or responsible person of the vehicle to be inspected or tested.

ARCMCS - means ARC Motorhome and Caravan Services Ltd, Unit C3 Lympe Distribution Park, Otterpool Lane, Lympe, Hythe, Kent CT21 4LR. Registered Company number: 12369659

### Terms and Conditions

#### **Drop off and Collection:**

- Vehicles should be dropped off to us between 9am and 9:30am on the agreed day, unless otherwise arranged.
- Vehicles may be dropped outside of hours with prior agreement and keys left in the letter box / key safe. Please note that your vehicle is left at your own risk and must be covered under your own insurance.
- Vehicles being dropped off should be as empty as possible – ARCMCS cannot be held responsible for personal items left in vehicles. Please note that in instances where time is spent emptying vehicles in order to access our working areas additional labour charges may apply. In instances where there are environmental factors, such as mould or excessive rodent presence - which may put our engineers at risk, service may be withheld until such time as the customer has resolved these issues.
- Bookings will often require the vehicle to be with us overnight, or in some cases for multiple days. The time frame would be discussed with you when making the booking – please note that you should assume the vehicle will be with us longer than 1 day unless expressly specified.
- Once the work is completed and you have been informed the vehicle will need to be collected within 2 working days unless otherwise arranged. If the vehicle is not collected within this time frame additional charges may be applied (£50 per day storage fee).
- When collecting the vehicle our engineers will walk you through the work done and demonstrate the operation of the new systems where applicable.
- Final payment for completed work must be made in full upon completion of the agreed work via BACS, cash or card. Invoices are payable immediately upon receipt or during collection unless prior arrangement has been made. Late payments may incur additional costs.

#### **Booking deposit:**

- ARCMCS requires a £500 deposit for all damp repair bookings to be carried out in our workshop. The deposit taken will secure the date and allow us to order in any

parts required. The deposit taken shall be deducted from the final invoice total for works undertaken. The deposit shall be fully refundable if the booking is cancelled up to 1 week (7 calendar days) before the booking date. The deposit shall not be refunded if the booking is cancelled within 1 week (7 calendar days) of the booking date – or if you fail to attend on the day with no notice.

- A £50 booking deposit is required for all mobile services. The deposit will be taken at the time of booking and will secure the date. It will be deducted from the final invoice for the works undertaken. The deposit shall be fully refundable if the booking is cancelled more than 3 working days before the appointment date. The deposit shall not be refunded if the booking is cancelled within 3 working days of the appointment date.
- Special order parts or parts over £500 require a non refundable 50% deposit at the time of booking.

#### **Cancellations:**

- Cancellations made more than 1 week (7 calendar days) in advance will not carry a charge assuming no special parts have been ordered. Any special parts will be charged at full RRP unless otherwise stated by management at ARC Motorhome and Caravan Services Ltd. Parts may be held with no additional cost if the job is to be booked in at a later date.
- Cancellation made less than 1 week (7 calendar days) the agreed appointment may be subject to a late cancellation fee of £150 or 25% of the total labour value of the completed works (whichever is greater). Any special order parts will also be charged at full RRP.
- No shows on the day will be charged at a minimum of £250 or the full job price (whichever is greater) including any special order parts at full RRP.
- If a job has to be cancelled, rescheduled or postponed by ARC Motorhome and Caravan Services Ltd for any reason including but not limited to act of god, adverse weather, mechanical breakdown of service vehicle, staff sickness, closed roads etc then we shall not be held responsible for any costs to yourself and no compensation shall be made to yourself.
- ARC Motorhome and Caravan Services Ltd have the sole right at any time to make changes to these cancellation terms without prior notice to yourself and it is at our discretion as to whether or not we apply these charges.

#### **Service specific terms and conditions:**

##### ***Habitation checks and Caravan Servicing:***

- Access is required to all areas within the vehicle, mainly for the damp check part of the job. Therefore, vehicles should be as empty as practical to allow access to all areas. We do appreciate that this is not always possible. Please note that if there are areas we cannot access due to personal belongings we may not check these areas or an additional charge may be applied for time taken to move items to enable access
- Checks may identify issues or faults with systems within the vehicle. We will advise of these and quote for reparative work. Please note that we do not generally rectify issues as part of the service / habitation check as this service is simply test and report.

- Toilets must be clean and sanitary or they will not be inspected / serviced.
- Moisture report, electrical inspection reports and gas pressure tests are only an indication at the time of test. ARCMCS will not be held responsible for any differences with any results from any other tests or after the vehicle has left our premises.
- Wheels MUST be checked frequently for damage to tyres or wheels. Wheel bolts should be checked:
  - Before any journey,
  - Immediately after ARCMCS have serviced the vehicle or removed the wheels for any other reason,
  - After 2 miles of travel and after a further 30 miles of travel.

ARCMCS will, under no circumstances, pay or be held responsible for any wheel detachments. This is the sole responsibility of the owner / driver.

### ***Mobile Servicing / Habitation Checks:***

In addition to the above general service / habitation check conditions the following also apply with regards to our mobile service:

- It is the owners responsibility to ensure that access is available at the time and date agreed for servicing and that there is sufficient clearance to access the wheels and external equipment (at least 1m all around is required on a caravan).
- There must be sufficient space for our service vehicle to safely park next to or in front of your vehicle.
- Issues found that require repair outside of the time allowed for the service will need to be booked into our workshop for the repair to be completed.
- In case of the engineer being unable to gain access to the Caravan/Motorhome or the condition outlined above have not been met, a call out fee of £150 will be charged regardless.

### ***All services including repairs and additions:***

- The vehicle should be as empty as practical to allow access to all areas being inspected or worked upon. If our engineers have to move items to enable them to carry out the required work, there will be a charge for the additional time taken.
- Toilets must be clean and sanitary or they will not be repaired.

### ***Solar panel installation and window replacement***

- Vehicles will be required to be with us for at least 24 hours, unless otherwise arranged. This is to ensure the bonding sealant used has sufficient time to cure.

### ***Warranty***

- All work carried out by ARCMCS carries a 6 month warranty for workmanship only.
- Water ingress 6 month warranty is only valid if the vehicle adheres to a mandatory inspection between 5-6 months of the completed repairs. Inspections will only be carried out at our business premises, failure to comply with this inspection or its terms will result in all remaining warranty being void.
- ARCMCS carry out warranty work on behalf of various manufacturers but are not in any circumstances duty bound to fulfil any third party warranty. It is at our sole discretion to undertake any work that may be required/identified.

- Any warranty of parts fitted will be at the sole discretion of the original manufacturer which can vary from 12-36 months, ARCMCS will not reimburse or compensate any parts fitted should the original manufacturer decline a claim.

### **Guarantee**

We, ARCMCS ("workshop") hereby guarantee to you, the customer ("you") that all repairs performed on any vehicle ("vehicle") will be carried out in accordance with the manufacturer's technical guidelines using only approved parts and materials and will be free from defects in workmanship for a period of 6 months from the date of this document ("Invoice"). This guarantee is not insurance backed and is in addition to and not in substitution of any statutory rights that you might have. It is your decision whether to exercise your statutory or common law rights or seek redress under this guarantee. This guarantee applies as follows:

- Where repairs are required as a direct result of faulty workmanship or faulty parts provided by the workshop.
- Where the vehicle has not been subject to accident, misuse or abuse and has been appropriately maintained by the owner or the person to whom this guarantee was originally allocated to.
- This guarantee lies only with the original customer as stated on the invoice and not with the vehicle. Vehicles sold on or transferred to a new owner are not entitled to claim against this agreement unless this has been approved in writing by ARCMCS.
- Where the repairs undertaken by the workshop have not been modified, altered, defaced, or had further repairs made or attempted by others.
- All parts originally purchased as part of the repair are covered by this guarantee, however, parts failing as a result of normal wear and tear, criminal or malicious damage, fire, theft or where the parts have been used in hire vehicles are excluded.

How to make a claim under this guarantee:

- You must notify the workshop in writing (including email) as soon as reasonably practicable of first knowledge of defect in the repairs or parts provided. Use of the vehicle after the defect has been noticed could result in further damage for which the workshop might not be liable.
- You must deliver the vehicle to us at our address for inspection at an agreed date and time.
- The workshop shall be given first opportunity to make any repairs, replacements or corrections to the defective work at no cost to you within a reasonable period of time.
- Any works to rectify defects in the repairs will be covered by this guarantee for a period of 6 months from the date of carrying out the rectification.
- Any specific manufacturer's warranty in respect of parts will be provided on request.
- Under no circumstances shall the workshop be liable by virtue of this guarantee or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use the vehicle because of the defect.

### **Insurance**

- All vehicles left at our premises are under the owners own insurance terms. It may be necessary for the owner to notify their insurance providers of the premises location and dates of expected work.

- Personal items left in the caravan or motorhome are left at the owners own risk, ARCMCS will not be held responsible for damages/theft of any items left in any vehicle
- ARCMCS does not hold insurance for any persons not employed by us to be in any vehicle owned by ARCMCS, nor to be in any part of our premises unless specifically designated for the public access e.g. waiting room, reception, office, car park.
- Prices can be found on our main website and are subject to change at any time without prior consent, [www.arcwcs.com](http://www.arcwcs.com)

### **General terms**

- ARCMCS may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our service and this site following any such modification constitutes your acceptance of these modified terms.
- ARCMCS work to a high standard but in some cases where a satisfactory repair/service has not been achieved ARCMCS retain the rights to rectify this at no cost to yourself or us.
- ARCMCS will not reimburse any faulty parts or pay any third party invoices unless it has been agreed in advance. Proof by receipt will be required before any payment is made.